Samuel

APPROVED AS TO FORM

29 AND LEGALITY

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Bruce O. Boxberger, City Attorney

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Read the first time in full and seconded by , and of by title and referred to the Committee Plan Commission for recommendation) and I due legal notice, at the Council Chambers Indiana, on , the	duly adopted, read the second time Public Hearing to be held after
	SANDRA E. KENNEDY, CITY CLERK
Read the third time in full and seconded by PASSED (LOST) by the follow	, and duly adopted, placed on its
<u>AYES</u> <u>NAYS</u>	ABSTAINED ABSENT TO-WIT:
TOTAL VOTES 9	
BRADBURY	
BURNS	
EISBART	
GiaQUINTA	
HENRY	
REDD	
SCHMIDT	
STIER	
TALARICO	
DATE: 7-24-84	SANDRA E. KENNEDY, CITY CLERK
Passed and adopted by the Commo	n Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPRO	
(SPECIAL) (ZONING MAP) ORDINANCE (R	ESOLUTION) NO. S-82-84
on the 24th day of	ely , 19 84,
ATTEST;	(SEAL)
Sandra f. Lennedy.	Bay-Q. O.
SANDRA E. KENNEDY, CITY CLERK	PRESIDING OFFICER
Presented by me to the Mayor of	the City of Fort Wayne, Indiana,
on the 25th day of ful	, 19 84,
at the hour of //:30 o'clo	ock .M.,E.S.T.
	SANDRA E. KENNEDY, CITY CLERK
Approved and signed by me this	25th day of July
19 84, at the hour of 300	o'clock PM .M., E.S.T.
	WIN MOSES, JR. MAYOR

SUBJECT TO COUNCILMANIC APPROVAL PRELIMINARY MEETING 7-10-84

RATIFICATION 7-34-84

74-64-4

C/27/84

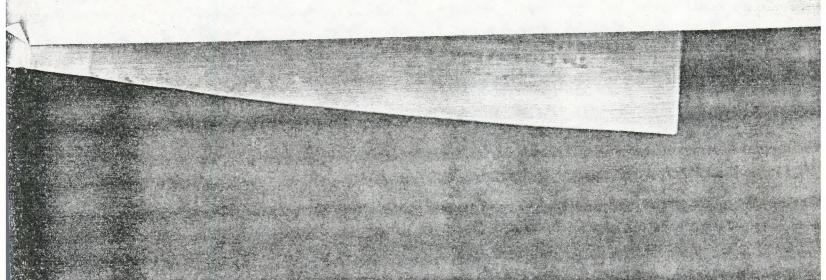
CONTRACT

	de and entered into this 27 day of	
by and between	GAINES CONSTRUCTION COMPANY, INC	
217 W. WASHI	NGTON CENTER ROAD, FORT WAYNE, INDIANA	
hereinafter called "Contractor after called "City," under and entitled "An Act Concerning	" and the City of Fort Wayne, Indiana, a muni by virtue of an act of the General Assembly of Municipal Corporations," approved March 6, 2 o, WITNESSETH: That the Contractor cover	cipal corporation, herein- of the State of Indiana, 1905, and all amendatory
	rb, sidewalk, drives, alley approaches	, and drainage on
	St. to Milan Street and on Antoinette	St. from Anthony Blvo
BASE BID		
This area known as HANNA	-CREIGHTON IX, PHASE III.	
upon a foundation and with cu	rbing as fully set out in the specifications here and to the entire satisfaction of said City, in ac	inafter referred to, in a
	attached hereto and by reference made	The state of the s
Concrete Removal	Two dollars and twenty-five cents per square yard	2.25
Curb Removal	One dollar and no cents per lineal foot	1.00
Concrete Curbface Walk	One dollar and sixty-five cents per square foot	1.65
Concrete Walk 4"	One dollar and fifty-four cents per square foot	1.54
Concrete Wingwalk	One dollar and seventy cents per square foot	1.70
Concrete Steps	Twenty-five dollars and no cents . per each	25.00
Concrete Drive 6"	Eighteen dollars and no cents per square yard	18.00
Concrete Alley Approach	Eighteen dollars and fifty cents per square yard	18.50
Concrete Pavement Recess	Fifteen dollars and no cents per square yard	15.00
Removal of Stumps	One hundred dollars and no cents per lump sum	100.00
Tree Removal 18"	One hundred forty dollars and no cents per each	140.00
Iree Removal 36 & Up	Two hundred fifty dollars and no	250.00

B-Borrow (For adjusting walk to grade)	Four dollars and fifty cents per ton	4.50	
Top Soil	Ten cents per ton	.10	,,
Seeding, Mulch, Ferti- lizer & Fine Grading	No dollars and forty-five cents per square yard	.45	
Asphalt Patching	Five cents per lineal foot	.05	
Casting Type C	Two hundred dollars and no cents per each	200.00	
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00	
Pipe R.C.P. Class V 12" (Including Stone Backfill)	Twelve dollars and no cents per lineal foot	12.00	
<pre>Inlet Type III C (Incl. Casting Backfill)</pre>	Four hundred fifteen dollars and no cents per each	415.00	
Removal & Replace C.B. Type I-C (Incl. Stone Backfill, Cast Iron Trap & Casting	One thousand, two hundred dollars and no cents per each	1,200.00	
2" Conduit	Ninety cents per lineal foot	.90	
73 Stone for Drives	Six dollars and no cents per ton	6.00	
Concrete Curb, Type III	Six dollars and no cents per lineal foot	6.00	
Total Base Bid	Sixty-six thousand, seven hundred seventy-seven dollars and forty-seven cents	\$66,777.47	

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before. August 15, 19.84 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

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IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this day of 26 June 1984

ATTEST:

GAINES CONSTRUCTION CO., INC.

BY: Multure Dawls

Tontractor, Party of the First Part.

ATTEST:

Hamos Haley

Its Board of Public Works and Mayor.

74-36-11

No 5999-1984

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve By constructing curb, sidewalk, drives, alley approaches,
and drainage in the area known as Hanna-Creighton IX Phase III, Euclid Avenue from Pontiac
Street to Milan Street and Antoinette Street from Anthony Blvd. to Central Drive.
Alternate Number I - Euclid Avenue from Milan Street to Diamond Street.
! in accordance with the profile, detail-drawing and specifications on file in the office of the Department of ublic Works of said City; and such improvement is now ordered.
is hereby found by said Board of Public Works that all benefits accruing hereunder all be to the general public of the City of Fort Wayne and that no special benefits
Il accrue to any property owner adjoining said improvement or otherwise assessable der said improvement. The cost of said improvement shall be paid by CDXP.

Adopted, this I h

den of

Sauid Mu

BOARD OF PUBLIC WORKS:

KNOW ALL MEN BY THESE PRESENTS, that we GAINES CONSTRUCTION CO., INC.
as Principal, and the GUARD CASUALTY & SURETY INSURANCE COMPANY
, a corporation organized under the laws of the
State of <u>Indiana</u> , and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of SIXTY-SIX THOUSAND, SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY SEVEN CENTS
(\$ 66,777.47), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that
WHEREAS, the Principal did on the day of June , 1984 ,
enter into a contract with the City of Fort Wayne to construct
Resolution No. 5999-84
Curb, Sidewalk, Drives, Alley Approaches, & Drainage on EUCLID AVENUE - Pontiac St. to Milan St. ANTOINETTE STREET - Anthony Blvd. to Central Dr.
BASE BID
This area known as HANNA-CREIGHTON IX, PHASE III.

at a cost of \$66,777.47 -----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

- 1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
- 2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
- 3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

GAINES CONSTRUCTION CO., INC.

(Contractor)

BY: Mihail Daines

ITS: Officer

ATTEST:

Title Skrin

*If signed by an agent, power of attorney must be attached

GUARD CASUALTY AND SURETY INSURANCE COMPANY

Surety

Authorized Agent (Attorney-in-Fact)

LYNN SMITH

KNOW ALL MEN BY THESE PRESENTS: that
GAINES CONSTRUCTION CO., INC
(Name of Contractor)
217 WEST WASHINGTON CENTER ROAD, FORT WAYNE, IN
(Address)
a Corporation , hereinafter called Principal,
(Corporation, Partnership or Individual)
and GUARD CASUALTY & SURETY INSURANCE COMPANY
(Name of Surety)
and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIXTY-SIX THOUSAND, SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND FORTY-SEVEN CENTS ————————————————————————————————————
Resolution No. 5997-84
Curb, Sidewalk, Drives, Alley Approaches, & Drainage on
EUCLID AVENUE - Pontiac St. to Milan St.
ANTOINETTE STREET - Anthony Blvd. to Central Dr.
BASE BID
This area known as HANNA-CREIGHTON IX, PHASE III.

at a cost of SIXTY-SIX THOUSAND, SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND

FORTY-SEVEN CENTS -----), all according to Fort Wayne Street Engineering

Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument	is executed in three counter-
	(number)
June, 19_84	emed an original, this 21st day of
(SEAL)	
ATTEST:	GAINES CONSTRUCTION CO., INC.
00	Principal
(Principal) Secretary	By Millar Daines
(Principally Secretary	Olfren
	(Title)
	217 W. Wosh. Chr. Rd.
Henry yams	(Address)
Witness as to Principal	
217 wwork cents Do	
(Address)	
	GUARD CASUALTY AND SURETY INSURANCE COMPAN
	Surety
	BY JAMM SWIA
	Attorney-in-Fact LYNN SMITH (Authorized Agent)
Ω	
Carol Boutler	1666 Spy Run Ave., Ft. Wayne, IN 46805
Witness as to Surety	(Address)
1666 Spy Run Ave., Ft. Wayne, IN 46805	" " " " " " " " " " " " " " " " " " "
(Address)	
(Address)	
	く はんだんという
	S. S. Ett.
	F. 150 1.09 1. 2.
NOTE: Date of Bond must not be prior	to date of Contract.
If Contractor is Partnership, al	

President

GUARD CASUALTY AND SURETY INSURANCE COMPANY

SP Nº 6337

1317 N. Pennsylvania Indianapolis, Indiana 46244

Fact or agents who shall have authority to issue bonds in the name of the Company.

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint.

Leland Smith, Lynn Smith of Fort Wayne, Indiana its true and lawful Attorney-in Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all Leland Smith, Lynn Smith kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY IN-SURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed One Hundred Thousand Dollars (\$100,000.00) THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK. (This power does not authorize the execution of bonds for loan, financial or bank guarantees,) The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company. The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and scal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company. GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-

GUARD CASUALTY AND SURETY INSURANCE COMPANY

STATE OF INDIANA COUNTY OF MARION

On this June 21, 19 84, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said insertment to be the voluntary act and deed of the corporation.

SS:

My commission expires: May 28, 1985

Sandre J. Pelun

If you have any questions accepting this power call (317) 638-1833 for verification.

SS-SEMI SKILLED
US-UNSKILLED
IF-INGUSTRIAL FUND
PW-PER WEEK
PR-PROMOTIONAL FUND

We, the undersigned committee, being appointed to propere a schedule of the prevailing . wages to be paid in connection with, All Construction and Maintenance contracts awarded by the Board of Works, City of Fort Wayne, Indiana for the months of April, Way and June, 1984.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIAMA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

to wit:								
TRALES or OCCUPAT	ION	CLASS	RATE PER HOUR	нзн	PEN	VAC	APP	MISC
ASUESTOS WORKER		S	17.70	.85	1.45		2 ¢	
BOTLERMANER		S	18.83	1.475	1.90		3¢	
BRICYLAYER		S	15.36	1.05	.85		2¢	160 1
CAMPENTER (BUILDIN	(G)	s	13.65	1.25	1.25		2¢	4¢ I.F 1¢ PR
(HIGHWAY		. S	13.75	- 1.25	1.25		5¢	4¢ I.F
CEMENT MASON		S	12.85	.75	.80		2¢	
DRYWALL TAPER		s'	12.75	1.15	1.00		12¢	16¢ MI:
ELECTRICIAN		S	17.30	1.25	3 %+90 ¢		35¢	1% I.F.
ELEVATOR CONSTRUCT	אסי	SS.	17.32	. 1.545	1.27	8%	85¢	
GLAZIER -		S	15.44		.70	.40	6¢	37¢ Holiday
IRON WORKER		S	. 15.00	1.10	2.00			2.95 2001: FY
		S-SS	40 70 44 70	1 10	25		0	
LABORER (BUILDIN (HIGHWAY		US S, SS, US	10.70-11.70	1.10	.75		9¢	5¢ I.F.
(SEWER)	s, SS, US		1.05	.75		40	
LATHER		S	13.65	1.25	1.25		2¢	4¢ 1.F. 1¢ PR.
MILLWRIGHT & PILED	RIVER	S	14.05	1.25	1.25		2¢	1¢ PR
OPERATING ENGINEER	(BUILDING)	s, ss, us	10.50-16.75	1.00	1.40		10¢	
	(HICHWAY)		11.36-15.50	1.00	1.40		10¢	
	(SEWER)	S, SS, US	9.79-12.94	.75	1.00		10¢	
PAINTER (BRUSH & RO	OLLER)	S	12.75	1.15	1,00		12¢	16¢ Mi:
(SPRAY)	S	13.75	1.15	1.00		12¢	16¢ Min
PLASTERER		S	13.48	.60	.80	ATE & STATE		
PLUMBER & STEAMFITM	TER	_S	17.68	1.00	1.80		7¢	7¢ I.F.
TILE & TERRAZZO		S	14.25			-112		
MOSAIC & TERRAZZO (GRINDER	S	9.50-11.50					*
ROOFER		S	15.00		.50			
SHEETMETAL WORKER		S	16.67	1.40	1.86		19¢	19¢ I.1 60¢ Sh:
TEAMSTER (BUILDI			13.005-13.455	58.70 PW	51.00 PW			
(HIGH)			12.21 -12.81	45.50PH				
If any CLASSIFICATI	ONS ARE OMI	TIED IN T	THE ABOVE SCHEDUL	E, THE PR	EVAILING	WAGE	SCALE S	SHALL B

PAID. The above and forgoing shall be the minimum provailing wage scale for this project is set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

1984 Jun 115 22 TAY OF MANNE 1984

REPRISENTING GOVERNOR, STATE OF INDIANA

THE PRESENTING THE PRESENTING AGENCY

BILL NO. S-84-07-05
REPORT OF THE COMMITTEE ON PUBLIC WORKS
REPORT OF THE COMMITTEE ON 100 WORKS
WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract for Res. #5999-84, Hanna-Creighton
IX, Phase III, by the City of Fort Wayne by and through its Board of
Public Works with Gaines Construction Co., Inc.,
HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.
가지가 하고 있는 사람들은 사람들은 사람들은 사람들이 되었다면 하는 사람들이 되었다면 하는 것이 되었다.
CHARLES B. REDD, VICE CHAIRMAN Samuel Jalane CHARLES B. REDD, VICE CHAIRMAN Samuel Jalane S. Rege
JANET G. BRADBURY Janet J. Bradbury
PAUL M. BURNS
THOMAS C. HENRY
CONCURRED IN 7-24-84 SANDRA E. KENNEDY, CITY CLERK

16 6'118 Admn. Appr. TITLE OF ORDINANCE Contract for Res. #5999-84, Hanna-Creighton IX, Phase III with Gaines Construction Co. DEPARTMENT REQUESTING ORDINANCE Board of Public Works This contract for Res. #5999-84, Hanna-Creighton, IX, Phase III, SYNOPSIS OF ORDINANCE with Gaines Construction Company is for construction of curbs, sidewalks, drives, alley approaches and drainage on Euclid Avenue from Pontiac Street to Milan Street on Antoinette Street from Anthony Blvd. to Central Drive. PRIOR APPROVAL RECEIVED ON JULY 3, 1984 Improvement of above area. EFFECT OF PASSAGE EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)

ASSIGNED TO COMMITTEE

\$66,777.47